

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii 96813

February 23, 2007

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

SUBJECT: REQUEST FOR APPROVAL OF A HUNTING AGREEMENT
BETWEEN THE STATE OF HAWAII DEPARTMENT OF
LAND AND NATURAL RESOURCES AND THE BOARD OF
WATER SUPPLY, CITY AND COUNTY OF HONOLULU FOR
WATERSHED PROGRAMS

SUMMARY:

This Board Submittal requests approval of a Hunting Agreement between the Department of Land and Natural Resources (DLNR) and the Honolulu City and County Board of Water Supply (BWS) to conduct special pig hunting seasons to control pigs on BWS lands, as part of both DLNR and BWS watershed management programs.

BACKGROUND:

In previous years, DLNR has conducted special pig hunting seasons in the Tantalus area of the Honolulu Watershed Forest Reserve, to control trail damage and reduce pig presence in residential areas. After a series of meetings between state and city representatives, neighborhood associations and groups, DLNR, Ko'olau Mountains Watershed Partnership, BWS, and others, it was agreed to expand special pig hunting seasons into BWS managed lands in the Manoa area, lengthen the number of days of hunting allowed, and provide for periodic full-moon night hunts when pigs are most active.

RECOMMENDATIONS

That the Board of Land and Natural Resources authorize the Chairperson to execute a hunting Agreement with the BWS, subject to approval as to form by the Attorney General's office.

Respectfully submitted,



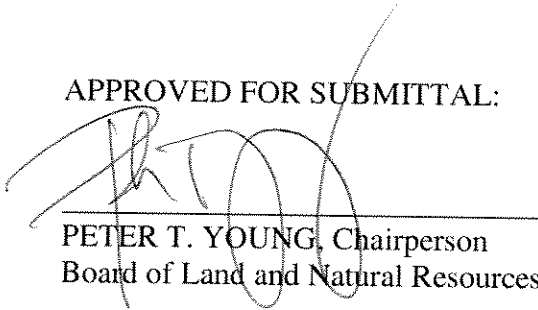
PAUL J. CONRY
Administrator

Attachment A: Hunting Agreement for Board of Water Supply Watershed Programs

Attachment B: Permit Application for Wildlife Control in the Honolulu Mauka Trail
System

Attachment C: Waiver Form, BWS, CCH

APPROVED FOR SUBMITTAL:



PETER T. YOUNG, Chairperson
Board of Land and Natural Resources

ATTACHMENT A

HUNTING AGREEMENT FOR BOARD OF WATER SUPPLY WATERSHED PROGRAMS

This Hunting Agreement ("Agreement") is made and entered by and between the **BOARD OF WATER SUPPLY**, City and County of Honolulu ("BWS"), whose principal place of business is 630 South Beretania Street, Honolulu, Hawai'i, 96843, and the **STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, by its BOARD OF LAND AND NATURAL RESOURCES** ("DLNR"), whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813 for permission to enter the BWS' properties located at Manoa Valley, Nuuanu Valley and Pauoa Valley, being **Tax Map Keys 2-9-51:02, 2-9-55:02, 08 & 13, 2-2-54:02, and 2-2-41:03 & 08** ("Premises"), for the purpose of hunting for pig control, as part of BWS' watershed program for the island of Oahu, and is effective from February 4, 2007 through February 3, 2008.

The BWS and the DLNR hereby agree as follows:

1. This Agreement is revocable at will at any time. The BWS may at any time, in its absolute and sole discretion, and for any or no reason, revoke and withdraw said permission and rights granted to DLNR under this Agreement.
2. Management of Hunting. The DLNR shall take full control and management of the hunting program granted on the Premises.
3. Hunting License. DLNR may, for the duration of this Agreement, allow a hunter with a valid hunting license issued by the DLNR, access to the Premises.
4. Method. DLNR shall allow only: 1) bow and arrow; and/or 2) knife and dog when conducting hunting activities pursuant to this Agreement. A maximum of two (2) dogs per hunter, up to a maximum total of ten (10) dogs per five (5) people, may be utilized at any given time. The use of firearms on BWS property is strictly prohibited and shall not be used for hunting activities.
5. Assignment. This Agreement is only valid between the BWS and DLNR and is not assignable or transferable, except to a duly created and legal successor of the BWS.
6. Waiver Form. All hunters that are allowed access to the Premises pursuant to this Agreement shall sign a BWS Waiver Form in the form attached hereto as Attachment C.
7. DLNR to obey all laws and the BWS' instructions. DLNR shall advise all hunters who are allowed access to the Premises pursuant to this Agreement to observe and comply with all laws, ordinances, rules and regulations of the federal, state, municipal or county governments affecting the Premises and obey any and all instructions and/or directions given, either verbally or in writing, by the BWS, and will use only the Premises above and will stay within the Premises. In case of a BWS emergency, the BWS may order DLNR to cease all activities on the Premises until further notice from the BWS. DLNR shall not be liable for any action or activity of hunters while they are obeying instructions and/or directions given by the BWS.
8. DLNR prohibited from entering BWS facilities on the Premises. DLNR agrees and covenants that DLNR will notify all hunters not to enter or attempt to enter BWS facilities

on the Premises. The BWS facilities have been fenced and signs have been posted warning unauthorized persons to keep out of the BWS' facilities.

9. Premises to be left in a clean and sanitary condition. DLNR shall advise all hunters to keep the Premises in a clean and sanitary condition, and not make or suffer any strip or waste or unlawful, improper, or offensive uses of the Premises.
10. No Party Deemed Drafter. The BWS and DLNR agree that no party shall be deemed to be the drafter of this Agreement and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against any party as the drafter of the Agreement.
11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Hawai'i.
12. Entire Agreement; Amendments. This instrument constitutes the entire agreement of the parties with respect to the matters set forth in this Agreement, and there are no agreements, understandings, warranties, or representations between the parties except as set forth herein. This Agreement cannot be modified except by an instrument, in writing, signed by each of the parties; provided, however, that the BWS may revoke the Agreement at any time, through written notice to DLNR, pursuant to paragraph 1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 20_____.

BOARD OF WATER SUPPLY
City and County of Honolulu

APPROVED AS TO CONTENTS:

By _____
Board of Water Supply

By _____
Its Manager and Chief Engineer

BWS

APPROVED AS TO FORM:

Deputy Legal Counsel

STATE OF HAWAII, DEPARTMENT OF LAND
AND NATURAL RESOURCES
By Its BOARD OF LAND AND NATURAL
RESOURCES

APPROVED AS TO FORM:

Deputy Attorney General

By _____
Its Chairperson

DLNR

ATTACHMENT B

LINDA LINGLE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

DIVISION OF FORESTRY AND WILDLIFE
OAHU BRANCH
2135 MAKIKI HEIGHTS DRIVE
HONOLULU, HAWAII 96822

PERMIT FOR WILDLIFE CONTROL
IN THE HONOLULU MAUKA TRAIL SYSTEM

Applicant: _____

(Additional members covered by this permit must sign Attachment B)

Address: _____
(cell)

Phone: _____

(home)

Vehicle License: _____

Make/Model: _____ Color: _____

Wildlife Species Control:

FERAL PIGS

Type of Damage:

FOREST AND TRAIL

Methods Allowed:

DOG AND KNIFE, OR ARCHERY.
(NO FIREARMS OR BAITING ALLOWED)

Location of Control:
map.

Honolulu Mauka Trail System ONLY, per attached

Time Period Conditions:
ONLY.

Sun-up to sun-down on Wednesdays and Sundays

Conditions of Permit:

Conditions outlined in Attachment A are hereby
made part of this permit.

Date of Inspection:

Ongoing

By: DOFAW/DOCARE

Date of Issue: _____ Expiration Date: February 1, 2008

Applicant's Signature: _____ Date: _____

Permit Approved By: _____
District Wildlife Biologist

cc: DOCARE

ATTACHMENT A - State of Hawaii, Conditions for Wildlife Control/Nuisance Permits

Authority:

Authority to issue Wildlife Control Permits and establish conditions for said permits is given under Sections 183-D-21 and 183-D-61, Hawaii Revised Statutes and in accordance with Title 13, Chapters 123 and 124 of the Division of Forestry and Wildlife Rules. Authority to issue wildlife permits is granted to the Board of Land and Natural Resources or its authorized representative.

General Conditions:

All Wildlife Control Permits are subject to the following conditions:

- A. This permit is non-transferable or assignable; a copy must be carried by the permittee(s) while engaged in activities permitted under this permit.
- B. It is mutually understood that this permit does not by implication mean that the Board of Land and Natural Resources has extended authorization to the permittee(s) to (a) use any method to destroy the above species of birds or mammals if it be in violation of any State or Federal laws or County ordinances or (b) enter upon lands not under its control.
- C. The permittee(s) acknowledges that in consideration of the permit granted, the permittee(s), for himself, his heirs, beneficiaries, executors and administrators, **WAIVES ALL CLAIMS AGAINST, DEMANDS UPON, AND RIGHT TO RECOVERY** from the State of Hawaii, Board of Land and Natural Resources, and any and all of their officers, agents, and employees for any losses, injuries, death, and/or property damage to permittee(s) or members of his (their) party. The permittee(s) further agrees to release, hold harmless, indemnify, defend, discharge, and agrees not to sue the State, the Board of Land and Natural Resources, and their officers, agents, and employees for any and all claims of liability, losses, damages, costs, and expenses, including attorney's fees, resulting from the activities of the permittee(s) or anyone assisting the permittee(s).
- D. The primary permittee(s) hereunder shall submit a report of hunting activities to the Division of Forestry and Wildlife located at 2135 Makiki Heights Drive, Honolulu, Hawaii 96822, or by calling the Oahu Wildlife Assistant at 628-1381. Failure to

report shall be cause for revocation of this permit.

- E. The primary permittee(s) shall be directly responsible and accountable for all activities under this permit.
- F. All persons whose names are listed in Attachment B, which is attached here to and made a part of this permit, have read this permit and acknowledge the understanding and agreement to abide by the conditions by signing (affixing his or her signature) in the space provided on the original and duplicate copies.
- G. Any persons violating any of the conditions stipulated under this permit shall be subject to the penalty provisions provided by law. Further, any infraction of this permit may be cause for revocation of this permit and denial of future permits.
- H. The Division of Conservation and Resources Enforcement (phone: 643-3567) shall be notified of the proposed hunt schedule.
- I. Every effort shall be made to recover game mammals.
- J. Permittee must obtain police clearance if discharging firearms in restricted areas.

Special Conditions:

- A. Hunting will be allowed on Wednesdays and Sundays only, from sun-up to sun-down.
- B. The Division of Conservation and Resources Enforcement (phone: 643-3567) shall be notified of ingress and egress routes prior to hunt.
- C. This permit is non-transferable or assignable; a copy must be carried by the permittee(s) with valid hunting license(s) and ID while engaged in activities permitted under this permit.
- D. Vehicle placards must be prominently displayed in vehicle windshield(s).
- E. No firearms use or baiting is allowed.
- F. Absolutely no ingress or egress through Nu`uanu Public Hunting Area (Unit F).
- G. Submitting hunting information is **REQUIRED** through a simple call-in system, whether animals were captured or not. Information necessary includes: Hunter names, date, hunt duration, location of harvest, number of pigs, sex and weight of each animal. DLNR/DOFAW: 628-1381.

ATTACHMENT C

WAIVER FORM **BOARD OF WATER SUPPLY** **City and County of Honolulu**

ATTACHMENT C TO BE PLACED IN HUNTER'S VEHICLE ALONG WITH THE PERMIT.

The **BOARD OF WATER SUPPLY**, City and County of Honolulu, owner of the land consisting of the following parcels: **Manoa Valley, Nuuanu Valley and Pauoa Valley, bearing Tax Map Keys 2-9-51:02, 2-9-55:02, 08 & 13, 2-2-54:02, and 2-2-41:03 & 08, being a portion of its HONOLULU FOREST RESERVE**, hereinafter called the "BWS," consents to the entry of the undersigned, hereinafter called the "Hunter," onto the said BWS' parcels, hereinafter called the "Premises," subject to the following special conditions:

1. The Hunter seeks entry onto one or more of the BWS' parcels described above for the purpose of hunting for pig control.
2. The BWS does not extend any assurances that the BWS' property is safe for purposes of the foregoing Agreement, and the Hunter and any person under the Hunter's control assumes all risk in undertaking any hunting for pig control on BWS' property.
3. Hunter hereby agrees and acknowledges that the BWS has not made, and will not make, any representation or warranty with respect to the conditions of the Premises, implied or otherwise, including any dangerous or defective conditions existing on the Premises, whether or not such conditions are known to the BWS or reasonably discoverable by BWS or Hunter. Hunter assumes the risk of all dangerous conditions in and about the Premises, including the neighboring properties outside of the Premises, and waive any and all specific notice of the existence of such conditions, and that they assume all risk associated with activities under this Agreement, including but not limited to, such risks as land slides; gusty winds; slippery roads or paths; sharp or slippery rocks; thorny plants; stinging or biting animals; lack of reliable communications and telephones; lack of potable water; lack of medical facilities in case of emergency; extreme weather conditions; flash floods; rough surf; steep or slippery trails and river crossings; dense vegetation; wild animals; and diseases carried by air, water, or animal vectors.
4. Hunter agrees and covenants that Hunter and Hunter's heirs and personal representatives hereby waive all claims against the BWS, its appointed officials, employees, and agents for personal injury, property damage, death, or loss accruing or arising in any manner whatsoever from Hunter's exercise of the privileges granted by this Agreement. Hunter further agrees that the BWS is not liable for any actions or activities of Hunter or any third person, in the exercise of the privileges granted by this Agreement, that occur on or which affect the Premises or neighboring properties. All property, vehicles, and equipment of Hunter, kept or used on the Premises, shall be so kept or used on the Premises at Hunter's own risk and expense.

The undersigned have read the foregoing Hunting Agreement for Board of Water Supply Watershed Programs and do hereby waive, indemnify and hold harmless the Board of Water Supply, its officers, employees, agents and leaders from any and all liability arising from the exercise of the rights and said Agreement. All persons signing below agree to the terms and conditions set forth in the said Agreement.

HUNTER:

Signature

Print Name

Hunting License Number: _____

License Expiration Date: _____

License plate of vehicle to be used by Hunter(s): _____

Dated: _____

I certify that I am the Hunter's Parent or Legal Guardian, and that I have legal authority for the Hunter. I have read and fully understand the provisions of the above Agreement. Through my signature on this Agreement, I am agreeing to the above provisions on my own behalf and on behalf of the Hunter.

HUNTER'S PARENT or
LEGAL GUARDIAN if Hunter is under 18:

Signature

Print Name

Dated: _____